

EXHIBIT D

101401085465 10/7-14
101401157876 10/20/14**BROWN & CONNERY, LLP**ATTORNEYS AT LAW
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April 6, 2015

VIA FEDERAL EXPRESSOur Lady of Lourdes Hospital
1600 Haddon Avenue
Camden, New Jersey 08103Re: **Ingram v. County of Camden, et al.**
District of New Jersey Docket No. 14-cv-5519
Our File No. 14-0712

Dear Sir or Madam:

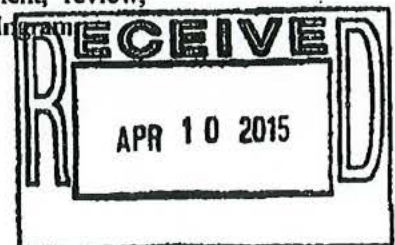
We represent the County of Camden in the above lawsuit. This matter is pending in the United States District Court for the District of New Jersey.

Enclosed is a subpoena seeking a certified copy of the following documents and records (in electronic form where possible) pertaining to Xavier Ingram, DOB [REDACTED] admission dates 10/7/14-10/21/14 (and any admission dates, treatment, or evaluation thereafter):

1. Your complete files regarding Xavier Ingram, DOB [REDACTED].
2. Your complete chart(s) regarding Xavier Ingram.
3. Your complete records regarding Xavier Ingram, including x-rays.
4. All photographs or electronic files relating to or concerning Xavier Ingram.
5. All documents pertaining or related to any treatment, review, assessment, diagnosis, or other medical care or evaluation of Xavier Ingram.

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LOURDES 2

BROWN & CONNERY, LLP

APRIL 6, 2015

PAGE 3

3. N.J.S.A. 54:32B-2(e)(3)(a): Photocopies of medical records are not subject to sales tax;
4. N.J.A.C. 8:43G-15.3 and 13:35-6.5 require that the records be provided within 30 days;
5. N.J.A.C. 13:35-6.2(c)(5) requires that all records must be legible and, therefore, if there are any illegible portions please provide a typed transcription;
- N.J.A.C. 8:43G-15.3(d)(i) requires that any incident reports be included in the record.

The requested documents are set forth in the rider to the subpoena. You are *not* required to appear at deposition or trial at this time. Kindly produce the above documents to my attention within the next thirty (30) days.

Please review the attached provisions of Fed. R. Civ. P. 45 concerning the production of documents in response to this subpoena.

Please also find enclosed a Health Care Authorization which permits release of the above information to the County of Camden for purposes of litigation.

Please let me know if you have any questions.

Thank you.

Respectfully submitted,

BROWN & CONNERY, LLP



William F. Cook, Esquire

WFC/
Enclosures

cc: Beth Baldinger, Esquire (*via email*)
David Mazie, Esquire (*via email*)
Christopher Orlando, Esquire (*via email*)
Howard Goldberg, Esquire (*via email*)
Matthew Wieliczko, Esquire (*via email*)
Dean Wittman, Esquire (*via email*)
Jay Blumberg, Esquire (*via email*)
Kira Spaman, Esquire (*via email*)
Jean Chetney, Esquire (*via email*)

AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I hereby authorize the disclosure of my individually-identifiable health information as described below. I understand that this authorization is voluntary, and that if the organization authorized to receive this information is not a health plan or healthcare provider, the release of such information may no longer be protected by federal privacy regulations. I also understand that once this information is disclosed pursuant to this authorization, it may be subject to re-disclosure by the recipient(s), and no longer be protected by federal privacy regulations.

ALL ITEMS MUST BE COMPLETED

Patient Information:

Name:

Address:

Xavier T. Ingram (Date of Birth: [REDACTED])

Persons(s) or class of persons authorized to disclose the information:

AmeriHealth Casuality Services, PO Box 817, Mt Laurel, NJ 08054 and/or the County of Camden

Description of the information that may be disclosed (please state clearly):

All Medical and psychiatric information and records

The information will be disclosed for the following purpose(s):

Litigation and Discovery

The patient must read and initial the following:

- (1) I understand that this authorization will expire on 1 / 1 / or upon resolution of this litigation;
- (2) I understand that I may revoke this authorization at any time in writing except to the extent that action has been taken in reliance on this authorization.

I understand that my refusal to sign this information form will not affect my ability to receive treatment or eligibility for benefits.



7.30.14

Signature of Patient or Patient's Personal Representative (as applicable)

Date

ASHLEY INGRAM

(name of Patient's Personal Representative if applicable)

Sister

Relationship to Patient or Statement of Authority to Act on Patient's Behalf (e.g. spouse, parent, legal guardian acting in loco parentis, etc.)

Please Note - Attorneys cannot serve as "personal representative" without attaching a copy of a fully executed Power of Attorney

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9

LOURDES 14

NEW JERSEY GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I, Xavier Tyree Ingram

Ashley Ingram

(Insert your name and address) appoint
(Insert the name and address of the
person appointed) as my Agent (attorney-in-fact) to act for me in any lawful way with respect to
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND
IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT
NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on
behalf of the Principal.

INITIAL

d.t.

(A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of New Jersey, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

d.t.

(B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of New Jersey or any applicable state, or otherwise

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LOURDES 15

hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

dt (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

dt (D) Commodity and option transactions. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

dt (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

dt (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

dt (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

dt (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

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dt (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

dt (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

dt (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

dt (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

dt (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

dt (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF NEW JERSEY AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

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I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 13th day of June, 2014

[Signature]
[Your Signature]

For Xavier Ingram
(BROTHER)

[Redacted]
[Your Social Security Number]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF NEW JERSEY
COUNTY OF Camden

This document was acknowledged before me on 6/12/14 [Date] by
Ashley Ingram, Esq. [name of principal].

[Notary Seal, if any]:

[Signature] (Attorney at Law)
(Signature of Notarial Officer)

Notary Public for the State of New Jersey

My commission expires: _____

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE
FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Ashley Ingram
[Typed or Printed Name of Agent]

[Signature]
[Signature of Agent]

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PREPARATION STATEMENT

This document was prepared by the following individual:

Ashley Ingram
[Typed or Printed Name]Ashley Ingram
[Signature]For Xavier Ingram
(brother)

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